



BID NO.: 9455-0/16

**OPENING: 2:00 P.M.
Wednesday
February 16, 2011**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

Save Energy and Money (SEAM) Pool

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

| | |
|---|---------------------------|
| INDEMNIFICATION/INSURANCE: | Section 2, Paragraph 2.11 |
| SMALL BUSINESS ENTERPRISE MEASURE: | Section 2, Paragraph 2.2 |
| SITE VISIT/AFFIDAVIT: | Section 2, Paragraph 2.8 |
| USER ACCESS PROGRAM: | Section 2, Paragraph 2.11 |
| WRITTEN WARRANTY: | Section 2, Paragraph 2.19 |

FOR INFORMATION CONTACT:

Robin Webb at 305-375-1620, or at drobin@miamidade.gov

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 14 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 14 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR
BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 9455-0/16

Save Energy and Money (SEAM) Pool

Sr. Procurement Contracting Agent: Robin Webb

Bids will be accepted until 2:00 p.m. on Wed. February 16, 2010

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

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GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

I.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

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1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the

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Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

| <u>Award Amount</u> | <u>Filing Fee</u> |
|-----------------------|-------------------|
| \$25,000-\$250,000 | \$500 |
| \$250,001-\$500,000 | \$1,000 |
| \$500,001-\$5 million | \$3,000 |
| Over \$5 million | \$5,000 |

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful

Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County

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ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy,

security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All vendors who meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the supply and installation of energy and/or water saving equipment and/or technology at Miami-Dade County facilities. The work may require the services of general or specialty trade contractors, engineering contractors, and/or energy conservation specialists.

The work will be performed at County facilities as part of the Save Energy and Money (SEAM) Loan Program administered by the Office of Sustainability (OOS). The objective of SEAM is to engage energy management at the departmental level and create a self-sustaining performance-improvement financing program. Projects approved under the program will be financed through a low-interest loan from OOS, which will be used to upgrade and/or retrofit county facilities with energy and/or water saving equipment/technology. The loan will be repaid from the savings realized as a result of the project improvements.

2.2 PARTICIPATION MEASURES FOR COMMUNITY SMALL BUSINESS ENTERPRISES (CSBE) – (Set-aside)

This solicitation is set-aside for firms certified by the Miami-Dade County Department of Small Business Development as Community Small Business Enterprise (CSBE) firms.

Community Small Business Enterprise (CSBE) means a construction related enterprise, including a design-build firm, and any firm providing trades and/or services for the completion of a construction project, as defined in Chapter 10 of the Code of Miami-Dade County, which has an actual place of business in Miami-Dade County and whose average annual gross revenues for the last three (3) years do not exceed: ten million dollars (\$10,000,000.00) for SIC 15 - Building Construction, General Contractors and Operative Builders; six million dollars (\$6,000,000.00) for SIC 16 - Heavy Construction, other than Building Construction; or five million dollars (\$5,000,000.00) for SIC 17 - Specialty Trade Contractors. CSBEs shall be categorized by the type of construction they perform in accordance with the two-digit Standard Industrial Classification (SIC) code, or the six-digit North American Industry Classification System (NAICS), of the Census applicable to such type of construction. A CSBE will graduate out of the program once it has exceeded these size limits based on its three-year average annual gross revenues. A certified CSBE that graduates out of the program shall continue to submit financial information as to cumulative gross revenue and bonding capacity to DBD annually for 3 years thereafter in order to further the County's ability to assess the effectiveness of the program.

CSBEs must be certified by SIC or NAICS code, and classified into one (1) of the three (3) contracting participation levels. The lack of bonding capacity shall not preclude an applicant from being certified as a CSBE. As part of the certification process, CSBEs must go through a prequalification process which will be used to determine which of the three (3) contracting participation levels the CSBE will be placed in based on the firm's three (3) year average gross revenues. The contracting participation levels are as follows:

SECTION 2
SPECIAL CONDITIONS

1. Level I—Three-year average gross revenues of \$0.00—\$2,000,000.00;
2. Level II—Three-year average gross revenues above \$2,000,000.00 but not exceeding \$5,000,000.00; or
3. Level III—Three-year average gross revenues above \$5,000,000.00 but not exceeding \$10,000,000.00.

A firm's eligibility to participate in the CSBE program and the contracting participation level at which it will participate shall be determined based on the three-year average gross revenues of the applicant firm in combination with that of all of the firm's affiliates as provided in Appendix A [which can be found in the County Clerk's office attached to Ordinance Number 97-52]. No firm shall be certified as a CSBE where the aggregate net worth of all its owners is more than one million five hundred thousand dollars (\$1,500,000.00). Representations as to gross revenues and net worth of owners shall be subject to audit.

2.3 PRE-BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT: FIVE (5) YEARS

The contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the five-year contract term.

2.5 OPTION TO RENEW

Intentionally Omitted

2.6 METHOD OF AWARD

2.6.1 Method of Award Summary

Award of this contract will be made to responsive and responsible bidders by group who meet the minimum requirements set forth in this solicitation. Awarded bidders will be placed on a "Pre-qualified Bidders List", which will be accessed by the County, as needed, for Request for Quotes for specific projects. To facilitate the quotation process, the pre-qualified bidders will be grouped according to the type of services they provide.

SECTION 2
SPECIAL CONDITIONS

2.6.2 Minimum Requirements

In addition to other requirements included in this solicitation, bidders for all groups must meet or exceed the following requirements to be considered for award:

- 2.6.2.1 Maintain an office equipped with a facsimile (fax) machine and/or an e-mail address. Either resource must be available to provide immediate support and expedite quotations.

The bidder's office address, and fax number and/or e-mail address should be included in the bidder's submittal.

- 2.6.2.2 Be regularly engaged in the business of satisfactorily providing services for the group it is pre-qualifying.

Bidders shall provide references from customers to whom they have provided similar services. The references should include the customer's company name, and the name, title, address, and telephone number and/or e-mail address of the contact person who can verify that the bidder has successfully provided these services. These references shall ascertain to the County's satisfaction that the bidder has sufficient expertise in this discipline. The County, at its sole discretion, may choose to request additional information to assess the bidder's experience.

- 2.6.2.3 All contractors awarded in Groups 2 and 3, and subcontractors to Energy Conservation Specialists awarded in Group 1, must be bondable and insured and able to secure permits as required for specific scopes of work.

2.6.3 Group 1: Energy Conservation Specialists

Under this group, the County may purchase specialized energy conservation services to include, but not limited to, the following:

- Monitoring and assessment of energy consumption
- Installation of energy saving technology
- Retrofit of existing equipment to achieve energy savings and reduce carbon emissions

Award of Group 1 will be made to all responsive and responsible vendors who meet the qualifications in Paragraph 2.6.2 as well as possess one of the following:

- Certified Energy Manager from the Association of Energy Engineers
- BPI Certified Professional from Building Performance Institute
- Green Globes accreditation
- Energy auditors/raters and qualified contractors/builders certified by Residential Energy Services Network (RESNET)
- Florida Green Building Coalition (FGBC) accreditation
- USGBC LEED accredited

SECTION 2
SPECIAL CONDITIONS

- Other (verified by documentation, subject to review and approval)

2.6.4 Group 2: General and Building Contractors

Under this group the County may purchase services including, but not limited to:

- Certifying qualifying calculations and reviewing drawings for the specified products for compliance with the Florida Building Code and Florida Energy Code. The work may include areas of building envelope components such as panels, walls, exterior doors, roofing products, skylights, windows, and other structural components.
- The design, acquisition and installation of equipment aimed at reducing energy and water consumption and green house gas emissions.
- Weather stripping, repairs and/or replacement of interior and exterior windows and doors, wall and attic insulation, interior and exterior lighting, heating, ventilation, and air conditioning (HVAC)/mechanical, electrical and roofing, etc.
- Retro-fit existing gas and/or electric, water heaters with direct solar water heating systems.

Award of Group 2 will be made to all responsive and responsible vendors who meet the qualifications in Paragraph 2.6.2 as well as possess one of the following:

- General or Building Contractor's (Class A or B) license issued by the State of Florida Construction Industry Licensing Board
- Miami-Dade County Certificate of Competency issued by the Miami-Dade County Construction Trades Qualifying Board

2.6.5 Group 3: Specialty Trade Contractors (Subcontractors)

Under this group the County may purchase specialty services, including but not limited to:

- Electrical
- Plumbing
- Roofing
- Solar Water Heating

Award of Group 3 will be made to all responsive and responsible vendors who meet the qualifications in Paragraph 2.6.2 as well as possess one of the following:

- Specialty Trade Contractor's (Class D) license issued by the State of Florida Construction Industry Licensing Board
- Miami-Dade County Certificate of Competency issued by the Miami-Dade County Construction Trades Qualifying Board

Pre-qualified vendors shall be deemed pre-qualified to participate in subsequent spot market purchases. When such spot market purchases are initiated, pre-qualified vendors shall be invited through a Request for Quotation (RFQ) to offer a fixed price for a specific project.

SECTION 2
SPECIAL CONDITIONS

The vendor offering the lowest fixed price shall be awarded the project. If the County elects to add vendors, they must meet the same minimum qualifications established in the solicitation.

2.7 PRICES

Prices submitted for any RFQ under the contract resultant to this solicitation shall be fixed and firm for the duration of that specific project.

2.8 MANDATORY EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

The vendor is required to inspect the County facility or equipment to be remodeled or retrofitted for each specific project. Prior to responding to an RFQ, the vendor is required to visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also advised to carefully examine any drawings or specifications, and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed. No additional allowances will be made because of lack of knowledge of existing conditions.

2.9 EQUAL PRODUCT

Intentionally Omitted

2.10 LIQUIDATED DAMAGES

Liquidated damages, if required, will be specified for each project.

2.11 INDEMNIFICATION AND INSURANCE

The type and levels of insurance, if required, will be specified per project.

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Performance bond, if required, will be specified by project.

2.14 CERTIFICATIONS

Intentionally Omitted

2.15 METHOD OF PAYMENT: INVOICE MATCHED TO COMPLETED PROJECT

The vendor(s) shall submit an invoice which provides the basic information set forth below, and the corresponding project number or name, to the County user department that issued a

SECTION 2
SPECIAL CONDITIONS

purchase order for a specific project to the vendor(s). The date of the invoice shall not exceed thirty (30) calendar days from the completion and acceptance of the work requested through the Purchase Order. Under no circumstances shall the invoice be submitted to the County in advance of the completion and acceptance of the work.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: F.O.B. DESTINATION

In the subsequent RFQ's, all bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

SECTION 2
SPECIAL CONDITIONS

2.17 DELIVERY REQUIREMENTS

The vendor shall make deliveries and complete work assignments as established within the individual Request for Quotation. All deliveries and assigned work shall be made in accordance with good commercial practice and shall be adhered to, by the vendor(s); except in such cases, where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance so that a revised schedule can be appropriately considered by the County.

Should the vendor to whom a project is awarded fail to deliver or complete the work in the number of days established, the County reserves the right to cancel the Purchase Order on a default basis. If the Purchase Order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods and services elsewhere and to charge the vendor with any re-procurement costs by invoicing the vendor or offsetting the costs associated with re-procurement from any amount due to the vendor by the County.

2.18 BACK ORDER/DELAYS

The County shall not accept any back orders or delays in work completion from the vendor unless written authorization is issued by the County. Accordingly, the vendor is required to deliver all items and complete the work assigned to the vendor within the time established by the Request for Quote (RFQ) and no grace period shall be honored.

2.19 WARRANTY REQUIREMENTS

Vendors shall provide at a minimum, the Original Equipment Manufacturer (OEM) warranty for all products installed for each specific project. Any additional warranty requirements will be detailed in individual RFQ's.

2.20 CONTACT PERSON

For any additional information regarding this solicitation and resultant contract contact Robin Webb at (305) 375-1620 or drobin@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and

SECTION 2
SPECIAL CONDITIONS

complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.23 PERMITS

Vendor(s) shall obtain, maintain and apply for all licenses, permits and inspection fees required for this contract and for the performance of the work solicited through any RFQ. Vendor(s) shall comply with all laws, ordinances, regulations and building code requirements applicable to the work being performed. Damages, penalties, and/or fines imposed on the County or the vendor due to the vendor's failure to obtain or maintain the required licenses or permits shall be borne by the vendor(s).

SECTION 2
SPECIAL CONDITIONS

2.24 DEFICIENCIES IN WORK

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the RFQ documents regardless of project completion status. All corrections shall be made within five (5) business days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County, which may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) business days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County may place the vendor in default for that specific project, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the vendor from the contract for default.

2.25 CLEAN-UP

All unusable materials, debris, and replaced equipment shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been performed as mutually agreed with the associated County department's project manager.

2.26 WORK ACCEPTANCE

All materials provided and work performed by the vendor shall be inspected by an authorized representative of the county. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

SECTION 3
TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

3.1 SUMMARY

It is the intent of this solicitation to identify and make available to the County, qualified suppliers, installers, and service providers for the purpose of renovating and/or retrofitting existing County facilities in accordance with Request for Quotations (RFQ) that will be issued by the County. The work may require the services of general and/or specialty trade contractors and/or energy conservation specialists.

The work will be performed in County facilities countywide as part of the Save Energy and Money (SEAM) Loan Program administered by the Office of Sustainability (OOS). The objective of SEAM is to engage energy management at the departmental level and create a self-sustaining performance-improvement financing program. Projects approved under the program will be financed through a loan low-interest loan from OOS which will be used to upgrade and/or retrofit county facilities with energy and/or water saving equipment/technology. The loan will be repaid from the savings realized as a result of the project improvements.

3.2 GROUPS AND CATEGORIES

The following is a representative listing of the goods and services that may be required. This list is neither exclusive nor complete and may be revised as needs arise during the term of the contract. After an assessment of a facility is conducted by the department and a loan amount has been approved, the County will determine the type of work required and will recommend the use of a group(s) that can perform all of the work required.

3.2.1 Group 1 – Energy Conservation Specialists

Work performed by this group typically consists of, but is not limited to, monitoring and assessment of energy consumption, installation of energy saving technology, and retrofit of existing equipment to achieve energy savings and reduce carbon emissions.

3.2.2 Group 2 - General and Building Contractors

Work performed by this group typically consists of, but is not limited to, repairs and/or replacement of interior and exterior windows and doors, wall and ceiling insulation, water heater replacement (tank or tankless), insulation of plumbing, installation of thresholds, masonry repairs and wall construction, partial demolition, interior framing, drywall hanging, flooring, cabinetry, and carpentry, etc.

3.2.3 Group 3 – Specialty Trade Contractors

Work performed by this group typically consists of, but is not limited to, upgrade of electrical service, installation of Ground Fault interrupter outlets and smoke detectors, repairs and/or upgrades of defective or missing electrical components, existing roof coverings, plumbing, etc.

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

Wednesday
February 16, 2011



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS
TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

| | | | |
|------------------|----------------------------|----------------------------------|---|
| Issued by: RW | DPM Purchasing Division | Date Issued: January 28, 2011 | This Bid Submittal Consists of Pages 11 through 16 and Affidavits |
|------------------|----------------------------|----------------------------------|---|

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

SAVE ENERGY AND MONEY (SEAM) POOL

A Bid Deposit in the amount of **N/A** of the total amount of the bid shall accompany all bids
A Performance Bond in the amount of **N/A** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

| | |
|-----------------------------------|-----------------------------------|
| DO NOT WRITE IN THIS SPACE | |
| ACCEPTED _____ | HIGHER THAN LOW _____ |
| NON-RESPONSIVE _____ | NON-RESPONSIBLE _____ |
| DATE B.C.C. _____ | NO BID _____ |
| ITEM NOS. ACCEPTED _____ | |
| COMMODITY CODE: 914-84 | |
| Robin Webb | Sr. Procurement Contracting Agent |

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 14 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE
FOR LOCAL PREFERENCE
FAILURE TO SIGN PAGE 16 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR
BID NON-RESPONSIVE**

SECTION 4
BID SUBMITTAL FOR:

SAVE ENERGY AND MONEY (SEAM) POOL

FIRM NAME: _____

| <u>Reference</u> | <u>Summarized Requirement</u> | <u>Check as Completed</u> |
|--|--|---------------------------|
| 4.0 <u>Minimum qualification required for all groups</u> Award of this contract will be made to all responsive, responsible vendors by group who meet the minimum qualifications below in addition to licensing requirement detailed in individual group(s): | | |
| 2.6.2.1 | Vendor shall be equipped with a facsimile (fax) machine and/or an e-mail address. Either resource must be available to provide immediate support and expedite quotations. This facility shall be staffed by a representative who can be contacted Monday through Friday from 8:00AM to 5:00PM for quotations. Contact Person _____ Fax # _____ Email _____ | <input type="checkbox"/> |
| 2.6.2.2 | Bidders shall provide references from customers to whom they have provided similar services. The references should include the customer's company name, and the name, title, address, and telephone number and/or e-mail address of the contact person who can verify that the bidder has successfully provided these services. These references shall ascertain to the County's satisfaction that the bidder has sufficient expertise in this discipline. The County, at its sole discretion, may choose to request additional information to assess the bidder's experience. | <input type="checkbox"/> |
| 2.6.2.3 | All contractors awarded in Groups 2 and 3, and subcontractors to Energy Conservation Specialists awarded in Group 1, must be bondable and insured and able to secure permits as required for specific scopes of work. | <input type="checkbox"/> |

BID SUBMITTAL FOR:

SAVE ENERGY AND MONEY (SEAM) POOL

FIRM NAME: _____

| | | |
|--|---|--------------------------|
| | | |
| 4.1 <u>Group 1 – Energy Conservation Specialists</u> | | |
| 2.6.3 | Copy of one of the following attached: <ul style="list-style-type: none"> • Certified Energy Manager from the Association of Energy Engineers • BPI Certified Professional from Building Performance Institute • Green Globes accreditation • Energy auditors/raters and qualified contractors/builders certified by Residential Energy Services Network (RESNET) • Florida Green Building Coalition (FGBC) accreditation • USGBD LEED accredited • Other (verified by documentation, subject to review and approval) | <input type="checkbox"/> |
| 4.2 <u>Group 2 – General and Building Contractors</u> | | |
| 2.6.4 | Copy of General or Building Contractor's (Class A or B) license issued by the State of Florida Construction Industry Licensing Board or a Miami-Dade Certificate of Competency issued by the Miami-Dade County Construction Trades Qualifying Board attached | <input type="checkbox"/> |
| 4.3 <u>Group 3 – Specialty Trade Contractors</u> | | |
| 2.6.5 | Copy of Specialty Trade Contractor's (Class D) license issued by the State of Florida Construction Industry Licensing Board or a Miami-Dade Certificate of Competency issued by the Miami-Dade County Construction Trades Qualifying Board attached | <input type="checkbox"/> |

SECTION 4
BID SUBMITTAL FOR:

SAVE ENERGY AND MONEY (SEAM) POOL

FIRM NAME: _____

Reference

Summarized Requirement:

Initial as
Completed:

Paragraph

2.6.2.2 2.6.2.2 Bidders shall provide references from customers to whom they have provided the services covered under this solicitation. The references should include the customer's company name, and the name, title, address, and telephone number and/or e-mail address of the contact person who can verify that the bidder has successfully provided these services. These references shall ascertain to the County's satisfaction that the bidder has sufficient expertise in this discipline. The County, at its sole discretion, may choose to request additional information to assess the bidder's experience.

Company's
Name



Contact
Person's
Name



Contact
Person's Title



Customer's Address



Customer's
Telephone
Number



Customer's E-mail
Address



1

2

3

BID SUBMITTAL FOR:
SAVE ENERGY AND MONEY (SEAM) POOL
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

BID SUBMITTAL FORM

Bid Title: Save Energy and Money (SEAM) Pool

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.**

Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?
Yes _____ No _____
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?
Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: _____% _____ days net _____ days ***"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"**

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS

FORMAL BIDS



Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

| | | | |
|----|--|-----|---|
| 1. | Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code | 6. | Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code |
| 2. | Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code | 7. | Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (d) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code |
| 3. | Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code | 8. | Miami-Dade County Family Leave Article V of Chapter 11 of the County Code |
| 4. | Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95 | 9. | Miami-Dade County Living Wage Section 2-8.9 of the County Code |
| 5. | Miami-Dade County Debarment Disclosure Section 10.38 of the County Code | 10. | Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code |

| | | |
|-------------------------|--------------------------|----------------------|
| Printed Name of Affiant | Printed Title of Affiant | Signature of Affiant |
| Name of Firm | | Date |
| Address of Firm | State | Zip Code |

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced

| | |
|---------------------------------|--------------------|
| Signature of Notary Public | Serial Number |
| Print or Stamp of Notary Public | Notary Public Seal |
| Expiration Date | |

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature _____

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

| Business Name and Address of First Tier Subcontractor/Subconsultant | Principal Owner | Scope of Work to be Performed by Subcontractor/Subconsultant | (Principal Owner) | |
|---|-----------------|--|-------------------|------|
| | | | Gender | Race |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Business Name and Address of Direct Supplier | Principal Owner | Supplies/Materials/Services to be Provided by Supplier | (Principal Owner) | |
| | | | Gender | Race |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

A black and white image of a standard recycling symbol, consisting of three chasing arrows forming a triangle.

RESOLUTION (R-738-92)

| MINIMUM CERTIFIED CONTENT | | | | | | |
|---------------------------|-------------------|------------------|---------------------|------------------|--------------------|------------------|
| Bid Item Number | RECYCLED PRODUCTS | | RECOVERED MATERIALS | | RECYCABLE PRODUCTS | |
| | % Composition | Type of Material | % Composition | Type of Material | % Composition | Type of Material |
| | | | | | | |
| | | | | | | |
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| DEFINITIONS | |
|-------------|--|
| | |

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

| | | |
|-----------|-------|-----|
| NAME | | |
| ADDRESS | | |
| CITY | STATE | ZIP |
| SIGNATURE | TITLE | |

